

14. Mediation. The parties agree to the use of mediation to attempt to resolve any dispute between the parties arising out of or relating to this Agreement. The mediator shall have no authority to impose a settlement of any such dispute. Mediation shall be conducted pursuant to the Minnesota Civil Mediation Act, Minnesota Statutes, §§ 572.31 to 572.40.

15. No Investment. Nothing in this Agreement requires you to make a capital investment in buildings or equipment that cost \$100,000 or more and have a useful life of five or more years.

16. Authorization. You represent and warrant that you have taken all necessary action to duly authorize the execution, delivery and performance of this Agreement. The individual signing this Agreement on your behalf certifies that he/she is duly authorized to execute this Agreement on behalf of you.

17. Waiver Of Jury Trial. THE PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives effective the date written on the top of page 1.

\_\_\_\_\_  
("you") [Print Full Legal Name]

HORMEL FOODS CORPORATION  
("we", "us" or "our")

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_  
[State "Sole Proprietor" or Title]

Its: \_\_\_\_\_

Rev. 9/01